American Museum of Natural History

Terms and Conditions of AMNH Specimen Scans

Loan details		
AMNH Loan# (if known)	Date of loan (if known)	Due Date/Loan expiration (if known)

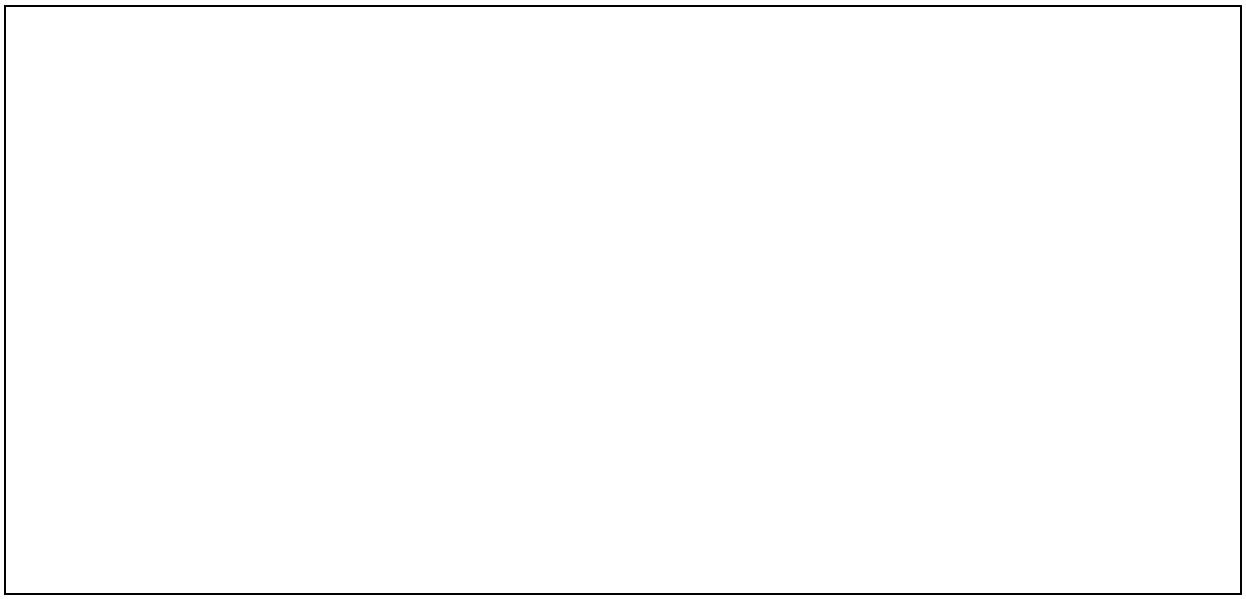
Borrower/Researcher contact details			
Name			
Position			
Institution			
Address			
Institutional email		Phone	

Specimens scanned

If more than 5 specimens, attach an extra page to this pdf, listing the specimen number, specimen taxon, and specimen description in table format

Catalog #	Taxon	Specimen description (elements)

As a condition of the loan of the foregoing Specimen by the American Museum of Natural History, 79th Street at Central Park West, New York, NY 10024 to the Borrower above, AMNH and Borrower hereby agree that Borrower may employ only the following technology(ies), specifically detailed below, to create images, scans, photographs, x-rays, rendered data, movies, 3D models, or other representations, electronic or otherwise, of the Specimen (collectively "Scans"): Describe the technology used to create the data, with specifics. If this agreement is being used for the transfer of data already created, please detail the type of data, who created it, and that it is being transferred to you.



Use of any additional technology to create Scans of the Specimen or otherwise image, duplicate, replicate, or copy the Specimen shall be allowed only upon written authorization from AMNH.

In addition, AMNH and Borrower hereby agree as follows:

1. Molds/Casts: Borrower will not create physical molds or casts of the Specimen without separate written agreement from AMNH.

2. Other Party Scans: Borrower will not allow any other entity to create Scans of the Specimen unless otherwise authorized in writing by AMNH.

3. Assignment of Scan Rights to AMNH: Borrower hereby assigns to AMNH all rights, including copyrights, in and to any Scans and associated raw and pre-processed data (i.e., image files such as .tif, .jpg., DICOM, and other imaging files) of the Specimen created by Borrower. In addition, Borrower will provide AMNH with free electronic copies of any Scans of the Specimen and underlying Scan data prepared by Borrower as soon as practicable following creation of such Scans, and in no event later than one (1) year following the creation of such Scans.

4. Grant of License to Borrower: AMNH hereby grants to Borrower a non-exclusive, nontransferable, worldwide license to reproduce, make derivative works of (except for the creation of molds or casts pursuant to the restriction set forth in Section 1), distribute, and display the Scans solely for the following non-commercial uses: (i) publication by Borrower in peer-reviewed academic journals; and (ii) Borrower's own classroom use. This grant is subject to the following:

a. Borrower shall have no rights to sublicense the foregoing rights in and to the Scans for any purpose except as necessary for publication in peer-reviewed academic journals without the express written permission of AMNH;

b. Borrower cannot and shall not deposit the Scans in any electronic or other repository that requires the depositor to grant rights to the Scans that are more expansive than the rights granted to Borrower herein, including repositories that require Scans to be provided under a Creative Commons or similar license, without the express written permission of AMNH in each instance.

c. Borrower's use of the Scans shall include the following attribution to AMNH in each instance:

i. "[Title Specimen/Scan], [AMNH Specimen Catalog Number], © American Museum of Natural History"

5. Embargo: Unless otherwise agreed by the parties in writing, AMNH will not itself reproduce, make derivative works of, distribute, and/or display the Scans (except as required for AMNH's own internal record-keeping and archival purposes) or allow third parties to do so until the earlier of: (i) Borrower's publication of the Specimen Scans in any form pursuant to the foregoing license, or (ii) three years from the date of this Agreement. Notwithstanding the foregoing, Borrower acknowledges and agrees that this in no way limits or restricts AMNH or other AMNH-approved entities from creating their own Scans of the Specimen, which shall not be subject to the above with respect to Borrower.

6. Scans from AMNH Facilities: Notwithstanding the foregoing, any Scans created using AMNH's own facilities and/or equipment, including Scans created in AMNH's Microscopy and Imaging Facility (MIF), shall not be subject to the restrictions set forth above in paragraph 5, and Borrower acknowledges and agrees that AMNH may retain copies of all Scans and associated data created using AMNH's facilities and/or equipment immediately upon creation.

7. By signing below, Borrower acknowledges that it has read and agrees with the additional terms for AMNH specimen loans provided here (https://www.amnh.org/research/paleontology/invertebrate-paleontology/loans).

Accepted and agreed:	
American Museum of Natural History	**Borrower/Researcher**
Name:	Name:
Title:	Title:
Sign:	Sign:
Date:	Date:

Catalog #	Taxon	Specimen description (elements)